



THIS NUMBER MUST APPEAR  
ON ALL DOCUMENTS

Bill To:  
State of Idaho  
\*\*\*\*

Send invoices to the address listed  
below or as indicated in the  
comments or instructions field  
Boise, ID 83720-0075

## State of Idaho

### Participating Addendum CHANGE ORDER - 01

Participating Addendum  
**PADD1072 - 01**

#### WSCA Multi-State Automobile Parts

**DELIVER TO:** Dept of Administration  
Division of Purchasing  
650 West State St Rm B-15  
PO Box 83720  
Boise, ID 83706  
bobbie.eckerle@adm.idaho.gov

Date: Tue Aug 24, 2010

F.O.B.: Destination  
Terms:

**VENDOR:** GENUINE PARTS COMPANY  
NAPA AUTO PARTS  
7150 S. Fulton St #300  
Centennial, CO 80112  
Attn: Mountain Division Sales Mgr.  
Emailed To:  
Phone:  
Fax:  
eCommerce ID: P00000093742

Start of Service Date Thu Aug 12, 2010

End of Service Date: Mon Dec 31, 2012

SOL#: RFP02280  
DOC#: PREQ17856

Buyer: [ANTHONY OPALKA](#) 208-332-1603

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		\$750,000.00
	Total:			\$750,000
Blanket Comments:				

Item No	Description	Quantity UOM	Unit Price	Extension
1	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS ( 060-00 ) ( nt )	1 LOT	\$750,000.00	\$750,000.00
	See File(s): <div><div><input type="radio"/> Addendum_1_-Exhibit_10.2_change.pdf</div><div><input type="radio"/> Addendum_2_-Freight__SBDVBE.pdf</div><div><input type="radio"/> Addendum_3_Multiple Updates.pdf</div><div><input type="radio"/> Addendum_4_-EPP Requirments.pdf</div><div><input type="radio"/> Addendum_5_-WSCA T_C Change.pdf</div><div><input type="radio"/> Complete_Exhibits_RFP57224.pdf</div><div><input type="radio"/> Contract Specifications_Requirements.pdf</div><div><input type="radio"/> Q_A_responses.pdf</div><div><input type="radio"/> NAPA Userguide.pdf</div><div><input type="radio"/> PADD1072_Genuine Auto Parts_NAPA_Signed.pdf</div></div>			
General Comments:	***PADD1072 IS MODIFIED TO CORRECT THE BEGINNING AND ENDING SERVICE DATES AS REFLECTED ABOVE. ATTACHMENTS HAVE BEEN ADDED TO LINE ITEM #01. NO OTHER CHANGES NOTED.***			

.....NOTICE OF PARTICIPATING ADDENDUM CONTRACT AWARD

This Contract for is for Light Duty Auto Parts, pursuant to Western States Contracting Alliance (WSCA) and Master Price Agreement 5-09-99-29. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis commencing July 1, 2010 and ending December 31, 2012, with an option to renew for two (2) additional one (1) year terms.

Contract Title:..... Light Duty Auto Parts  
Contract Usage Type:.....Open  
Public Agency Clause: .....Yes  
Contract Administration:.....Anthony Opalka  
---Phone Number:.....208-332-1603  
---Fax Number:.....208-327-7320  
---E-Mail:.....anthony.opalka@adm.idaho.gov

Contractor's Primary Contacts  
---Attn:..... Marty Smith  
---Address:..... 7150 S Fulton St, Ste #300  
---City, State, Zip:..... Centennial, CO 80112

Phone Number:..... 303-623-7373  
E-Mail:..... marty\_smith@genpt.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

(For General Comments Section of SBPO)

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

For ordering and payment information see the above contact information

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of California's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.

Instructions:

Freight / Handling Included in Price

Signed By: ANTHONY T. OPALKA



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**California Master Price Agreement Number: 5-09-99-29**  
**NAPA**

**State of IDAHO**  
**State Contract Number: PADD1072**

This Participating Addendum adds the State of IDAHO (hereinafter "Participating State") as a Participating entity to purchase from the WSCA Master Price Agreement, Number 5-09-99-29 (Price Agreement), with Genuine Parts Co., NAPA (hereinafter "Contractor").

1. **Scope:** This addendum covers Automotive Parts and Equipment for passenger cars, light duty trucks, sport utility vehicles, passenger and cargo vans for State Agencies and political subdivisions.

All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, section 67-2327) are hereby authorized to purchase products and services under the terms and conditions of the California Master Price Agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties, school districts, highway districts, port authorities, instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho, and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e. issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. **Changes:** Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

**Parties to this Participating Addendum**

The parties to this Participating Addendum (PA) are NAPA (Contractor) and the State of Idaho by and through this statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the titled "scope" of this Participating Addendum (Procuring Agencies)

**Idaho Administration Reporting and Fees:**

The Contractor agrees to provide quarterly utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Date</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**California Master Price Agreement Number: 5-09-99-29**  
**NAPA**

**State of IDAHO**  
**State Contract Number: PADD1072**

The Contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements, for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the California Master Price Agreement prices by this amount. This report will be provided within forty-five (45) calendar days from the close of the calendar quarter.

**Applicable Law:**

Notwithstanding (Order of Precedence) the California Master Price Agreement no. PA5-09-99-29, WSCA Terms and Conditions is supplemented with the following which shall apply to this PA

The State of Idaho's PA and all purchase orders issued there under by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entail delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

3. **Primary Contact:** The primary state government contact for this participating addendum is as follows:

Contact:	Anthony Opalka
State/Political Entity:	Division of Purchasing
Address:	650 W State St Rm B-15 Boise Idaho 83720
Phone:	208-332-1603
Fax:	208-327-7320
Email:	<a href="mailto:anthony.opalka@adm.idaho.gov">anthony.opalka@adm.idaho.gov</a>

4. **Contract Number:** The contract number for the Participating State is **PADD1072**.

This participating addendum and the WSCA Master Price Agreement, Number **PA5-09-99-29**, (administered by the State of California) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**California Master Price Agreement Number: 5-09-99-29**  
**NAPA**

**State of IDAHO**  
**State Contract Number: PADD1072**

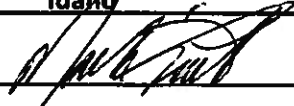
exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.


**5. Purchase Orders:**

All purchase orders issued by Authorized Purchasers within Idaho should include a reference to the Master Price Agreement No. PA5-09-99-29 and the State Participating Addendum No. PADD 1072 for order tracking purposes. All Authorized Purchasers issuing valid purchase orders will be bound by the terms and conditions of this Participating Addendum and the Master Price Agreement. In cases where a Participating State modifies the terms and conditions of the Master Price Agreement, by execution of a Participating Addendum, the modifications in the Addendum will supersede only those terms and conditions as set forth in the Addendum and only for that particular State. All Authorized Purchasers issuing valid purchase orders will be obligated to pay Contractor for goods and services when the terms of the purchase order have been completed and payment has been approved by the Authorized Purchaser

This Addendum and the Master Price Agreement together with their exhibits set forth the entire agreement between the parties with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify, add or incorporate terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement together with their exhibits, through a purchase order or other document are null and void and hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of: Idaho  
Signature:   
Name: MARK LITTLE  
Title: Purchasing Manager  
Date: 8/12/10

Contractor: Genuine Parts Co. NAPA  
Signature:   
Name: ERIC FRITSCH  
Title: VICE PRESIDENT  
Date: 7-23-10



Department of General Services  
Procurement Division  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605-2811

## State of California Master Price Agreement User Instructions

CONTRACT NUMBERS:	5-09-99-29 THROUGH 5-09-99-31
CONTRACTOR(S):	NAPA AUTO PARTS, B.O.R.A.S. aka BUCK'S OFF-ROAD AND AUTOMOTIVE SUPPLY, O'REILLY AUTO PARTS
PRODUCTS/SERVICES:	LIGHT DUTY AUTO PARTS
CONTRACT TERM:	April 30, 2010 thru December 31, 2012
DISTRIBUTION LIST:	POSTED ELECTRONICALLY ON DGS/PD/MASTER AGREEMENT/ INTERNET WEB PAGE; WSCA WEBSITE

The most current User Instructions and State of California General Provisions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following User Instructions, RFP 57224 and California General Provisions for Non-IT Commodities.

### **1. OVERVIEW**

The purpose of this Master Price Agreement is to provide a purchasing vehicle for Light Duty Auto Parts for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10298 & 10299.

While the State of California makes this Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this Master Price Agreement is consistent with its procurement policies and regulations.

In addition to the State of California, this Master Price Agreement will also be utilized by the Western States Contracting Alliance (WSCA) and be available to the National Association of State Procurement Officials (NASPO).

<signature on file>  
**Jeff Uyeda, Manager, Multiple Award Program**

**April 30, 2010**  
**Effective Date**

**MASTER PRICE AGREEMENT  
LIGHT DUTY AUTO PARTS  
USER INSTRUCTIONS**

**2. STATE OF CALIFORNIA, PROCUREMENT DIVISION, CONTACT**

Department of General Services, Procurement Division  
Multiple Award Program  
707 Third Street, 2nd Floor  
West Sacramento, CA

Contact: Eileen Tardiff  
Phone: 916/375-4390  
Fax: 916/375-4663  
E-Mail: [eileen.tardiff@dgs.ca.gov](mailto:eileen.tardiff@dgs.ca.gov)

**3. CONTRACT INFORMATION**

See Attachment A for awarded contractors and contract Terms and Conditions.

**4. CONTRACT TERM**

The contract term for the contract is April 30, 2010 through December 31, 2012. In addition, the contract allows for two (2) one (1) year extensions.

**5. GUIDELINES/RULES**

- a. Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, State Contracting Manual, Volume 2 (SCM 2) and California Codes.
- b. State and local government agency use of this Master Price Agreement is optional.
- c. It is highly recommended that State agencies/users receive three offers before purchasing from this contract. Web quotes are acceptable. If purchasing other than low price, it is recommended that a written justification be added to the file to substantiate "best value" decision.

**6. DOLLAR THRESHOLDS (Local Governments are Exempt)**

- Master Price Agreement Program Limitation: \$500,000.
- All orders are subject to most current Management Memo (Currently MM 08-05), or whichever Management Memo is in effect at the time a purchase order is issued.
- Agencies are reminded that prices offered through this MPA are not to exceed dollar limits. Companies may offer lower pricing depending on the order.

Go to the DGS website [www.dgs.ca.gov](http://www.dgs.ca.gov) and click on "Publications", SAM management memos to obtain a copy of the most current management memo (currently MM 08-05 including supplements). Exempt entities are not subject to these order limits.

**7. PRICING**

Agencies should contact the contractor to see if there is a large quantity discount available. Please contact the contractor for additional information. See Attachment B for pricing.

**MASTER PRICE AGREEMENT  
LIGHT DUTY AUTO PARTS  
USER INSTRUCTIONS**

**8. METHODS OF PURCHASING**

**a. CAL -Card**

All vendors on this Master Purchase Agreement will accept payment by CAL Card. When using a CAL Card, State agencies must follow the Cal Card rules and guidelines of use. If using Cal Card, please refer to your department's Cal Card Guidelines. STD. 65's are not required for every CAL-Card purchase (see SB 828 broadcast dated march 13, 2006 for guidelines of requirements for STD. 65 purchases when using CAL-Card).

**b. Purchasing Authority Purchase Order (STD. 65)**

**If using a STD. 65 for purchases:**

- **THE MASTER PRICE AGREEMENT CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.**
- Local governments may, in lieu of the State's Purchase Order (STD. 65), use their own purchase order document.
- Electronic copies of the State standard forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). Direct link to the STD. 65: <http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf>
- The ordering agency defines the project scope to determine which goods and related services are needed, and check the electronic catalog for pricing. Then the ordering state agency completes a purchase order including all pertinent information for each individual order issued against the Agreement and sends the STD. 65 to the selected Contractor. NOTE: CAL-Card (procurement card; i.e. visa) orders are also accepted.
- As a hard copy catalog is not available, you must print a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

**9. ON -LINE ORDERING**

Each supplier has a special website for this contract that reflects its discounts. Each website is password protected. Please see attachment A for website details.

**10. PURCHASE ORDER DISTRIBUTION**

For state agencies, copies of the STD. 65 do not have to be submitted to DGS. The State will be capturing all purchases from this contract with a highly detailed quarterly usage report from each supplier. In addition, the supplier will remit 1% of all spend to DGS. DGS does not collect fees from State agencies.



**MASTER PRICE AGREEMENT  
LIGHT DUTY AUTO PARTS  
USER INSTRUCTIONS**

**11. PAYMENTS AND INVOICES**

**a. Payment Terms**

See Master Price Agreement Contract Information (Attachment A) for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Local government agencies may make payments according to their statutory requirements.

**b. Payee Data Record (STD. 204)**

Each state accounting office must have a copy of the Payee Data Record (STD. 204) in order to process payment of invoices. Agencies should forward a copy of the STD. 204 to their accounting office(s). Without the STD. 204, payment may be unnecessarily delayed.

**12. TERMINATION**

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the Master Price Agreement concerning failure to perform or upon mutual consent.

**13. DGS ADMINISTRATIVE FEE**

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

**14. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION**

NAPA Auto Parts is a Large Business which has many California Certified Small Businesses and/or DVBE's. Purchases from these stores can be used toward your State goals. Contact the NAPA Auto Parts store of your choice to see if it is a Certified Small Business/DVBE.

**15. RESTOCKING FEES, CORE CHARGES, WARRANTIES**

For information concerning items such as restocking fees, core charges/exchanges and warranties, refer to Section 6 of the RFP 57224. Available at <http://www.pd.dgs.ca.gov/masters/default.htm>

**MASTER PRICE AGREEMENT  
LIGHT DUTY AUTO PARTS  
USER INSTRUCTIONS**

**ATTACHMENT A**

**CONTRACT ORDERING INFORMATION**

Contractor Name	<b>NAPA Auto Parts</b>
Contract Number	5-09-99-29
Contract Term Dates	4/30/2010 through 12/31/2012
Master Price Agreement	<a href="http://www.pd.dgs.ca.gov/masters/default.htm">http://www.pd.dgs.ca.gov/masters/default.htm</a>
A General Provisions (Non-IT Goods) dated 4/12/2007	<a href="http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf">http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf</a>
Ordering Address	<b>NAPA Auto Parts 7150 S. Fulton Street, Ste. 300 Centennial, CO 80112</b>
Contact	Marc Tsutsui
Phone	303-808-9584
Fax	303-623-5143
Email	<a href="mailto:Marc_Tsutsui@genpt.com">Marc_Tsutsui@genpt.com</a>
Contractor Ownership Information	NAPA is a large business enterprise with some Small Business/DVBE independents
Payment Terms	Net 45 days
FEIN	58-0254510
CAL-Card Accepted	NAPA accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	<ul style="list-style-type: none"> <li>• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable</li> <li>• Orders outside 30 mile radius are only free delivery if order is above \$150.00. Special order items may have additional charges.</li> </ul>
Web Address	<a href="http://www.napaprolink.com">www.napaprolink.com</a>
Web Instructions	<ol style="list-style-type: none"> <li>1. From your web browser go to <a href="http://www.napaprolink.com">www.napaprolink.com</a></li> <li>2. Click on "Register" under New User</li> <li>3. Complete the form and click "Submit"</li> <li>4. Write down the 10 digit NAPA ProLink ID number you receive immediately after registration. (This number is critical as this is what will link you to your servicing NAPA store)</li> <li>5. Contact your servicing NAPA store and speak to the Manager or Owner to give them your 10 digit ProLink ID to have them link you to their store.</li> <li>6. Once your servicing store has you set up in their point-of-sale system, you may login using the username and password you entered during registration and start using NAPA ProLink.</li> </ol> <p>If for any reason you encounter any issues during the set up process just call 1-888-SET-NAPA.</p>

**MASTER PRICE AGREEMENT  
LIGHT DUTY AUTO PARTS  
USER INSTRUCTIONS**

**ATTACHMENT B  
NAPA  
Minimum Price Discount  
(Discount off of list price)**

These are minimum price discounts. Discounts may be higher on the webpage but not lower than contract discount..

**\*\*Note:** Many California NAPA stores are Certified Small Business and/or DVBE. Please contact your local store to ensure this applies. Purchases can be used toward State agency Small Business/DVBE participation goals.

<b>CATE GORY</b>	<b>DESCRIPTION PRICING</b>	<b>DISCOUNT</b>
1	AIR CONDITIONING	30%
2	ALTERNATORS AND STARTERS	30%
3	BATTERIES	25%
4	BEARINGS, BALL AND ROLLER	33%
5	BELTS AND HOSES	40%
6	BRAKES	27%
7	ELECTRICAL AND IGNITION	32%
8	EMISSIONS AND EXHAUST	40%
9	ENGINE AND DRIVE TRAIN	23%
10	FILTERS, OIL, GAS, AIR, AND TRANS	60%
11	GASKETS AND SEALS	22%
12	HEATING AND COOLING (ENGINE)	35%
13	LAMPS AND LIGHTING AND MIRRORS	28%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	20%
15	PUMPS, FUEL AND WATER	26%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	33%
17	WIPERS/WASHERS	30%
18	WINTER ACCESSORIES	20%